

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

TANGLE, INC.,

Plaintiffs,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A HERETO,

Defendants.

Case No.: 1:21-cv-07024

Judge Jesse M. Furman

~~PROPOSED FINAL~~ **DEFAULT
JUDGMENT ORDER**

THIS CASE having been commenced by Plaintiff TANGLE, INC. against the Defendants identified on the First Amended Schedule A (collectively, the “Defaulting Defendants”) and using at least the domain names identified in the First Amended Schedule A (the “Defaulting Defendant Domain Names”) and the online marketplace accounts identified in the First Amended Schedule A (the “Defaulting Online Marketplace Accounts”), and Plaintiff having moved for entry of Default and Default Judgment against the Defaulting Defendants;

This Court having entered, upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants that included a domain name disabling order and asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or email, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT FURTHER FINDS that it has personal jurisdiction over the Defaulting Defendants because the Defaulting Defendants directly target their business activities toward consumers in the United States, including New York, offering to sell and ship products into this Judicial District. Specifically, Defaulting Defendants are reaching out to do business with New York residents by operating one or more commercial, interactive Internet Stores through which New York residents can purchase products bearing counterfeit versions of products utilizing the TANGLE trademark, U.S. Trademark Registration No.: 1779055, and/or copyrights covered by U.S. Copyright Office Registration Nos. VA 120-368, VA 1-232-933, VA 1-271-045, VAu 35-392, VAu 35-391, VAu 35-390, VAu 35-389, VAu 35-388, and VAu 35-387 953 (the “TANGLE Copyright Registrations”); and

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), copyright infringement (17 U.S.C. § 101 et seq.), and/or violation of unfair competition under New York common law.

IT IS HEREBY ORDERED that Plaintiff’s Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

Accordingly, this Court ORDERS that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:

- a. using Plaintiff’s TANGLE trademark, TANGLE Copyright Registrations, or any reproductions, counterfeit copies, or colorable

imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine TANGLE product or not authorized by Plaintiff to be sold in connection with Plaintiff's TANGLE trademarks and/or TANGLE Copyright Registrations;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine TANGLE product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under Plaintiff's TANGLE trademark and/or TANGLE Copyright Registrations;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing Plaintiff's TANGLE trademarks and/or TANGLE Copyright Registrations and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff in any manner;
- f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's TANGLE trademark and/or TANGLE Copyright Registrations or any reproductions, counterfeit copies, or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant

Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell counterfeit TANGLE products; and

- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's TANGLE trademark and/or TANGLE Copyright Registrations or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine TANGLE product or not authorized by Plaintiff to be sold in connection with Plaintiff's TANGLE trademark and/or TANGLE Copyright Registrations.

2. The domain name registries for the Defaulting Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall disable the Defaulting Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as Amazon, eBay, PayPal, Wish, or Payoneer, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defaulting Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the TANGLE trademarks and/or Copyright

Registrations, including any accounts associated with the Defaulting Defendants listed on the First Amended Schedule A;

- b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the TANGLE trademarks and/or Copyright Registrations; and
- c. take all steps necessary to prevent links to the Defaulting Defendant Domain Names identified on the First Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defaulting Defendant Domain Names from any search index.

4. Amazon.com and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

5. ContextLogic, Inc. ("Wish") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

6. PayPal, Inc. ("PayPal") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

7. Payoneer, Inc. (“Payoneer”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

8. eBay, Inc. (“eBay”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

9. Ping Pong Global Solutions, Inc. (“Ping Pong”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

10. Coinbase Global, Inc. (“Coinbase”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

11. LianLian Global t/as LL Pay U.S., LLC (“LianLian”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

12. AllPay Limited (“AllPay”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected

to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

13. Union Mobile Financial Technology Co., Ltd. ("Union Mobile") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

14. Alibaba and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

15. Pursuant to 15 U.S.C. § 1117 and 17 U.S.C. § 504, Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of fifty thousand dollars (\$50,000.00). This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.

16. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Amazon, PayPal, eBay, Wish, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, and/or Alibaba are hereby released to Plaintiff as partial payment of the above-identified damages, and PayPal, Amazon, eBay, Wish, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, and/or Alibaba are ordered to release to Plaintiff the amounts from Defaulting Defendants' accounts within ten (10) business days of receipt of this Order.

17. Until Plaintiff has recovered full payment of monies owed by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on PayPal, Amazon, eBay, Wish, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, and/or Alibaba in the event that any new accounts controlled or operated by Defaulting Defendants are identified. Upon

receipt of this Order, PayPal, Amazon, eBay, Wish, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, and/or Alibaba shall within two (2) business days:

- a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites, including, but not limited to, any accounts;
- b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c. Release all monies restrained in Defaulting Defendants' accounts to Plaintiffs as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

18. Until Plaintiff has recovered full payment of monies owed by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within two (2) business days:

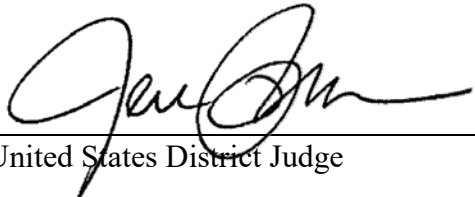
- a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites, including, but not limited to, any accounts;
- b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and

- c. Release all monies restrained in Defaulting Defendants' accounts to Plaintiffs as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

19. In the event that Plaintiff identifies any additional online marketplace accounts, domain names, or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by email at the email addresses identified by Plaintiff and any email addresses provided for Defaulting Defendants by third parties.

20. The five thousand-dollar (\$5,000) bond posted by Plaintiff, including any interest minus the registry fee, will be released to Plaintiff or their counsel upon notice to the Court that all non-defaulting defendants have been dismissed from the case. The Clerk of the Court is directed to return the bond previously deposited with the Clerk of the Court to Plaintiff or its counsel once such notice of provided.

Dated: [December 21, 2021](#)



United States District Judge

FIRST AMENDED SCHEDULE A

No.	Defendants	Defendants Online Marketplace(s)
1.		
2.		
3.		
4.	ANJINXINRANSHOP	https://www.amazon.ca/dp/B095KHH99B?psc=1
5.	baibianshaonan	https://www.amazon.com/dp/B09BFF41Q6?psc=1
		https://www.amazon.com/dp/B09BFF5CDQ?psc=1
		https://www.amazon.com/dp/B09BFFC9KH?psc=1
		https://www.amazon.com/dp/B09BFDLTWT?psc=1
		https://www.amazon.com/dp/B09BFC74TN?psc=1
		https://www.amazon.com/dp/B09BFFHV8L?psc=1
		https://www.amazon.com/dp/B09BFDJRXB?psc=1
		https://www.amazon.com/dp/B09BFFPL8J?psc=1
6.	BAIGUO	https://www.amazon.ca/gp/offer-listing/B094VZ8F1L
7.	BerryChipsVeryCheap	https://www.amazon.ca/dp/B095WF9PWM?psc=1
8.		
9.		
10.	Chaoen JUN	https://www.amazon.es/gp/offer-listing/B097M86D1T
11.	dianruoshop	https://www.amazon.com/gp/offer-listing/B09576N32Y
12.	DRWhem Official Store	https://www.amazon.com/dp/B08XBJ2NK1?psc=1
13.		
14.		
15.	Feel life	https://www.amazon.com/dp/B0915M4W9C?psc=1
16.		
17.		
18.		

No.	Defendants	Defendants Online Marketplace(s)
19.	FORTUNIA SUPER MARKET	https://www.amazon.com/gp/offer-listing/B095C2XCY6
20.		
21.		
22.	huanhuanbaihuodian	https://www.amazon.ca/gp/offer-listing/B07Q5ZGLKS
23.	Jinru-US	https://www.amazon.com/gp/offer-listing/B0994B58NN
24.	KiciuKbEstsElEr	https://www.amazon.ca/dp/B092YZ6K83?psc=1
25.	KTNAJOL US	https://www.amazon.com/KTNAJOL-Sensory-Relieves-Assortment-Birthday/dp/B094V83BWW/ref=pd_ybh_a_84?_encoding=UTF8&psc=1&refRID=KPJXTEAFDHAMT8PQK5KX
26.		
27.		
28.	LYQYOYOJOJO	https://www.amazon.com/dp/B08TLZH2DN?psc=1
29.	MaoFX	https://www.amazon.com/gp/offer-listing/B0956JVPDK
30.		
31.		

No.	Defendants	Defendants Online Marketplace(s)
32.	ORENVI	https://www.amazon.com/dp/B09BFF41Q6?psc=1
33.		
34.		
35.		
36.	shangqiubeisashangmaoyo uxiangongsi	https://www.amazon.com/dp/B09BFFHV8L?psc=1 https://www.amazon.com/dp/B09BFDJRXB?psc=1 https://www.amazon.com/dp/B09BFFPL8J?psc=1 https://www.amazon.ca/gp/offer-listing/B094VZ8F1L
37.		
38.		
39.	SHUQIANQIUANG	https://www.amazon.com/gp/offer-listing/B092LD3XKB
40.		
41.		
42.		
43.		
44.		

No.	Defendants	Defendants Online Marketplace(s)
45.		
46.	yuanxiaoxiaoyishui	https://www.amazon.co.uk/Fidget-Adults-fidget-Autism-Decompression/dp/B09815XG3J/ref=sr_1_6?dchild=1&m=A3IKCQB19HL1RM&marketplaceID=A1F83G8C2ARO7P&qid=1629242772&s=merchant-items&sr=1-6 https://www.amazon.co.uk/dp/B09815XG3J?psc=1 https://www.amazon.it/gp/offer-listing/B094VYP4SH https://www.amazon.fr/gp/offer-listing/B094VXPVC
47.	yunwo	https://www.amazon.ca/gp/offer-listing/B07Q5ZGLKS
48.	ZHIYIDIANZI	https://www.amazon.com/gp/offer-listing/B0994B58NN
49.	义乌市雪问电子商务有限公司	https://www.amazon.com/dp/B092SHB1H6?psc=1
50.		
51.	Goodstorys	https://www.amazon.com/dp/B098F99WWW?psc=1
52.		
53.		
54.		
55.	Livomy	https://www.amazon.ca/dp/B08RDDGZWC?psc=1
56.		
57.		
58.		
59.		
60.		
61.	maduaki-bdtbyw0p	https://www.ebay.com/itm/265249748955
62.	kepob_57	https://www.ebay.com/itm/353610337468
63.	Fidgethands	https://www.ebay.com/itm/324710928157
64.	british.electronics	https://www.ebay.com/itm/184984983610 https://www.ebay.com/itm/174876358002 https://www.ebay.com/itm/174876357959 https://www.ebay.com/itm/174876358001
65.		
66.	qgu_41	https://www.ebay.com/itm/133847182909?_trkparms=ispr%3D1&hash=item1f29e9ee3d:g:qYYAAOSwNx

No.	Defendants	Defendants Online Marketplace(s)
		<p>NhDKGI&amdata=enc%3AAQAGAAACkPYe5Nm Hp%252B2JMhMi7yxGiTJkPrKr5t53CooMSQt2orsS HYXPhGXR5uguexJBeHwfgcvxfBegFoMY2cyZb7F dwMuYArRFx5IU3yzL3K1zh9VlfN5OacjfGJ%252B W1NbC4XVWE2EryeiN3GNvs68FYFiUyPONl4%2 52FxD05MrPU97ANOKmdw%252FLPw2aN37VuBI g8DvlSM4dlUjFs6DSkY1hH6%252Ff0hSbZ%252F CMgnGgidRr3liHkyNAV8QpNjsBrxl4Y%252BOFF F4DzqiutywWYV4jEQocBmdhEJv4H%252FPYwam CUER7N6XAN9%252BhYsqBPv1USpqRiDPy%252 FKAhVbmVqVZNklLepWMB%252Fgw7waBtWpC TsKd8zXq9Os4Ez7UatQ9jT2ocizfDcpaRRJyHHPe52 MglQl5F55hlMG%252BHmLduxJGGm0gpTgPiC2lc RbL00c84c6UhF7jA2lekXHaFha7nBKZw%252BHf yWzoAVMtvFa6nif%252F6lJ%252FILBBjRpyDPO MdPumfU1zkTQ%252ByjfRnpbdxK82MRp9G0s846 VQQWUrWVE9rajcHgbIU1M0i9wwFxsvDKcuporGj xlf6xtpyERFASBe%252BdUAj0aC4w69pjuis0gqdm2 0W%252B1nqJnySwRH52jSQjoRPZk6ldhkheZkH1B CkP91SII5we8Bhv%252FyFxxXlofUEpn3MwVjQ4S wbGlWZgcBvGPL1qtQ2yiTLHnhwdky0fNnDil%252 Bkt9cn85PVf28lvxw1GvuxXvtoiKNNqCmZSd3OKV veYP3YqvCgkTI89CdnjGBiCAB9TDHiT7iQ0F95wD ei%252B1foqvAWdRMwDI7FrdQuHtKKGH0cFO8qS wF%252Bnox10StGjTm2xJCCbo0RtFucHQe5WxvOt blsZoFgBUcYFxes%252BP%7Campid%3APL_CLK %7Cclp%3A2334524</p>
67.	lv201-73	https://www.ebay.com/itm/234092433831?hash=item3680ff11a7:g:issAAOSwKi9g8jaT
68.	Octomoodz	https://www.ebay.com/itm/114875471124?hash=item1abflc9514%3Ag%3Afc4AAOSwxElg3t2x&LH_BI_N=1&LH_ItemCondition=3